

MAGIC FILM & VIDEO WORKS - TERMS OF BUSINESS

PRICES:

Prices to be charged shall be prices of Magic Film & Video Works in force on the date that such services are rendered. Prices are subject to change without notice. Local, state and federal or other government charges for sales, use manufacturing, excise and the like taxes shall be added to all Magic Film & Video Works prices when applicable.

BILLABLE TIME:

All facility, labor charges and additional services are billed in quarter-hour increments with a minimum of two hours on film related services and one half hour minimum on video-related services.

RESPONSIBILITY OF MAGIC FILM & VIDEO WORKS and LIABILITY LIMITATIONS: Magic Film & Video Works assumes no warranties, expressed or implied. It is understood and agreed that Magic Film & Video Works is not an insurer and that any payment made for services provided by Magic are based solely on the value of such services. Since Magic's prices are not proportionate to the value of the materials delivered to it, client material received are processed and stored solely at the risk of the client. In the event that such materials are lost, destroyed, stolen or damaged for any reason, including the negligence of Magic Film & Video Works, its employees or agents, Magic's liability shall be limited to the replacement value of the raw materials.

If any materials are produced by Magic Film & Video Works that are defective or erroneously labeled, Magic's liability will be limited to the following: The repair of such material(s), the replacement of raw material; the correction of such errors in shipping or labeling; or the provision of conforming post-production services or materials. Written notice of particular discrepancies must be given to Magic Film & Video Works within 10 days after delivery. Magic Film & Video Works shall not be liable for any delay due to elements, equipment failure, acts of God, acts of the client and/or its employees, acts of civil or military authorities, war, riot, strikes, labor difficulties, accidents to machinery, car shortages, delays in transportation, reasons of force, mayhem or any similar causes commonly referred to as force majeure beyond the control of Magic Film & Video Works. In such event, the delivery or shipment date shall be deemed extended for a period equal to that delay.

TERMS OF PAYMENT:

Clients agree to pay Magic Film & Video Works for all services performed and invoiced to client no later than twenty (20) days of invoice date. Client agrees to comply with credit claims set fourth and extended by Magic Film & Video Works. Any claims for adjustment of an invoice must be presented in writing within 10 days of the date of the invoice in question. If payment is not made when due, client agrees to pay interest at the rate of 1.5% per month on all past due accounts. Client agrees to pay all costs and expenses, including attorney fees, incurred by Magic Film & Video Work's rights hereunder. All accounts will be C.O.D. unless prior arrangements have been made. Invoices paid for by credit cards will contain an additional 4% handling charge added to the total amount.

STORAGE OF CUSTOMER MATERIALS:

Magic Film & Video Works will not be responsible for the storage of customer film, video or documents. Film or video tapes will be stored at no charge for thirty (30) days after completion of contracted services. If customer does not pick up materials within ten (10) days of verbal notification, all materials will be transferred to FILM BOND , a storage facility located in Glendale, CA. Film Bond will issue a monthly billing for storage of the material based on its terms of business in affect at the time the materials are received. The customer is required to furnish their own insurance for the materials stored.

Magic Film & Video Works

a division of CBC Media, Inc.

4110 West Magnolia Burbank, CA., 91505

Phone 818.845.8781 Fax 818.563.1660

